

AN AGREEMENT FOR THE JOINT USE OF FACILITIES
Between
The Seattle School District No. 1
And
Seattle Parks and Recreation

2005 - 2010

Jointly prepared by:
Seattle Parks and Recreation
And the
Seattle School District No. 1

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AN AGREEMENT FOR THE JOINT USE OF FACILITIES

between
SEATTLE SCHOOL DISTRICT NO. 1
and
CITY OF SEATTLE PARKS AND RECREATION

THIS AGREEMENT is between THE SEATTLE SCHOOL DISTRICT NO. 1, hereafter referred to as the "District", and CITY OF SEATTLE PARKS AND RECREATION, hereinafter referred to as the "Parks."

PREAMBLE

Since the 1920's, the Seattle School District and the Seattle Parks and Recreation have pooled their resources to meet continuous youth and community demands for more developmental and recreational opportunities. Over one third of Seattle's ninety five public schools adjoin Parks' land or facilities. The Seattle School District and Seattle Parks and Recreation have cooperated in planning and jointly using these separately owned facilities and grounds for the benefit of students and community members.

While the supply has never quite matched the demand, the District/Parks partnership has effectively maximized the use of their respective facilities to meet community and student needs, beyond what either could do alone. In addition to creating more opportunities for their respective constituent groups, sharing facilities has led to greater efficiencies in cost and operations. The Seattle Parks and Recreation and the Seattle School District acknowledge the value of their collaboration and seek to extend their working relationship.

Seattle voters overwhelmingly approved District Building Excellence and BTA capital levies to improve 4 major athletics complexes and twelve additional school fields since 1998. The Athletics Complexes and fields in addition to providing improved play area for students, will increase the hours available to the community. The joint use of the new facilities including priority scheduling and operations is covered under this renewed agreement.

Furthermore, in recognition of the unique shared arrangement between Parks and the District, it is the intent of both parties that the scope of this agreement be limited to the respective uses contained herein. In order to maximize the use of their facilities for the benefit of the community, both agencies will continue to provide priority access to each other, continue to equitably share their resources, and continue to give priority to

programs that benefit Seattle youth. Additionally, both the Seattle Parks and Recreation and the Seattle School District believe that they can best accomplish their objectives and, at the same time, encourage other community-based recreational activities by forming a cooperative partnership involving the District, Parks, and the community. Both agencies support the goal of increasing community access and use of schools facilities and grounds.

Now Therefore, in consideration of the foregoing, the parties agree as follows:

I. VISION STATEMENT

All public facilities and grounds, either owned by the City or District, shall benefit and be used by Seattle children, adults, and families to the maximum extent possible. The District and City have mutual interests in helping young people learn and develop recreation skills and in providing opportunities for people of all ages to participate in recreation activities. It is incumbent upon the District and Parks to develop a unified approach to serving the community's recreation needs and to cooperatively maintain City and District facilities and grounds in order to foster community and neighborhood learning and vitality.

II. PURPOSE OF THE AGREEMENT

In establishing this agreement, Parks and the District seek to:

- A. Effectively and efficiently manage use of District and Parks facilities and grounds for the benefit of Seattle's youth and citizens;
- B. Encourage joint use of their respective facilities and grounds and give priority usage, after the owning agency's programming and/or on-going community obligations are met, to the requests submitted by the other agency;
- C. Provide facilities and grounds usable for District and Parks programs;
- D. Establish procedures to encourage cooperative working relationships between District and Parks personnel at all levels and to quickly resolve issues;
- E. Encourage joint and cooperative ventures, including facility maintenance and development;
- F. Equitably distribute the time and cost of the use of facilities and grounds; and
- G. Regularly report the outcomes of joint use to District and City personnel, elected officials and Seattle citizens.

III. GENERAL PROVISIONS OF THE AGREEMENT

- A. This Agreement shall be for the period commencing September 1, 2005 and ending on August 31, 2010 but shall be renewable by agreement of the parties.
- B. The execution of this Agreement and a renewal or extension of this Agreement must be authorized by both the District Superintendent and the Parks Superintendent.
- C. The District and Parks shall act in good faith to implement the terms of this Agreement.
- D. The District and Parks acknowledge that:
 - 1. This Agreement is intended to address and relates to those programs and activities occurring in Parks or District facilities that involve Parks and the District as partners in providing services;
 - 2. The facilities and grounds uses authorized by this Agreement are both a municipal and an educational purpose;
 - 3. This Agreement is intended to enhance and not interfere with the primary mission of Parks or District governance;
 - 4. This Agreement recognizes the District's commitment to school-based decision-making and will clearly state the role for such decision-making under this Agreement; and
 - 5. The ultimate responsibility for the use of facility space will remain with the owner of the facility; and
 - 6. Both parties recognize and respect the City's and District's budget and administrative processes that must be used in implementing programs and services. Additionally, both parties recognize and respect each other's collective bargaining agreements and the constraints related to those agreements;
 - 7. This agreement is not intended to amend any of the existing leases and other property agreements between the parties;
 - 8. It is a City and School District objective to increase general community access to and use of school facilities. While the focus and priority addressed in this agreement is on the District and Parks access of their

respective facilities, both agencies agree to cooperate to the extent possible to increase general community use.

IV. GENERAL GUIDELINES FOR JOINT USE

- A. Each agency will make its buildings and grounds available for use by the other agency on a first priority basis after the scheduling requirements for its own programs have been met. A description of District and Parks buildings and grounds availability for joint use programming under this Agreement and agreed upon priorities are included as Appendix A.
- B. All joint use programming and activities scheduled under this Agreement will comply with the owner agency's policies prohibiting discrimination.
- C. For the purposes of this Agreement, the criteria for such uses are as follows:
 - 1. Any instructional, information, recreational, athletic, social or community program which is initiated, organized, managed, scheduled and supervised by the owner agency, or
 - 2. a comparable community-run recreation program (such as those managed by a community youth sports organization such as youth baseball, or a youth-serving community non-profit agency such as Central Area Youth Association), that is sponsored and overseen by the owner agency, and
 - 3. are, approved for their facilities by the School or Parks Superintendent or their authorized representative.
- D. For scheduling purposes, priority will be given to programs that provide direct benefit to youth.
- E. The mutual goal of the District and Parks will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle, and where necessary, to relocate programming. When possible, each agency will assist the other in locating alternative space.
- F. Each user will maintain its joint use spaces and equipment and will cooperate in expediting repair of damage which may occur as a result of scheduled programs.
- G. Where possible, Parks and the District will pursue opportunities to develop and improve joint use facilities and equipment to support programming by both agencies.

- H. The District will operate its Athletic Complexes (see Appendix A-2 for a list of Athletic Complexes) as joint use facilities that will be scheduled in the same manner as other Parks or District fields and tracks facilities. However, a separate District fee schedule will be established and charged for non-District users. The District will maintain the Complexes and Parks will schedule events for the Complexes. The agency (either Parks or the District) using the facility at the time of an event will provide the supervision and preparation service for that event.

V. ANNUAL JOINT USE SCHEDULING CONFIRMATION PROCESS

This Agreement seeks to provide a framework and administrative support for collaboration and decision-making among school building staff, community center personnel, field and pool managers. An outline of the scheduling processes described in this Section is included as Appendix B: Annual Joint Use Scheduling Process.

- A. **Joint Use Scheduling Process** - Joint use planning and decision-making will occur each Spring for the upcoming school year. Parks will initiate the process assuming that all joint use programming scheduled the preceding year will be included in the schedule for the upcoming year unless otherwise negotiated. The priority joint uses identified in Appendix A: Joint Use Facilities and Priorities will serve as a framework for generating agreements and negotiating changes.

1. Annual Confirmation of Joint Use Between the District and Parks

- a. A designated Parks representative will consolidate Parks and District local site use requests.
- b. By February 15th of each year, a Parks representative will deliver a joint use scheduling confirmation form (Appendix C) for the upcoming school year to the principal of each joint use school. The form will list Parks activities from the preceding year that are proposed to continue and current school usage of Parks facilities including community centers, pools, fields and playgrounds. Any new usage requests for the upcoming year will be identified.
- c. Upon receiving the confirmation form, a school principal will identify which school activities will continue in the upcoming year and identify new school needs for use of Parks facilities for the upcoming year. In assessing the needs for the upcoming school year, the principal will consult with school base childcare providers, Community Learning Centers and other agencies whose operations may be affected by the principal's decision. The principal may either approve the Parks proposed schedule of use and return the confirmation form; or by

March 30th, contact the Parks representative to discuss changes or amendments.

- d. Upon receiving the confirmation form completed by the school principal, the Parks representative may either approve the school's proposed schedule of use or contact the school principal to discuss changes. Once both the school principal and the Parks representative have signed the form, the Parks representative will send a copy of the agreement to the school principal and file it with the central scheduling office of both agencies (Parks' Citywide Athletic Office and the District's Facilities Department Facility Rental Section for Schools);
- e. Signed agreements must be filed no later than April 15th with the central scheduling office of both agencies.

2. Centrally Coordinated Joint Use Scheduling

- a. Some District use of Parks facilities and grounds, such as league play and playoffs, is coordinated by the District Athletic Office. Requests for such use should be made to the Department's Citywide Athletic Office before May 1.
- b. The Parks Citywide Athletic Office and the District's Athletic Office will reach agreement on use of facilities by centrally managed District programs and individual middle and high school practices by May 31 for the fall sports and November 1 for spring. The School District Athletic Office will confirm athletic competition schedules three months prior to the scheduled usage.

B. Resolving Space Availability Conflicts

- 1. Efforts at resolution of space availability issues are first encouraged directly between facility based representatives. When the conflict involves more than one school or Parks' program, all parties will be informed and involved in resolving the conflict. The central scheduling offices of both agencies will, whenever possible, identify options or ways to accommodate the interests of both agencies. When requests from schools conflict, the District's Athletic Office will assist in establishing priorities for athletic events and the District's Academic Division will assist in establishing priorities for school instructional and physical education programming.

2. If agreement cannot be reached on a scheduling request, the issue will be referred to the Superintendent of Schools and the Superintendent of Parks and Recreation for resolution.

C. Completing the Joint Use Scheduling Process

1. The Parks Citywide Athletic Office and the District's Facility Rental Section for Schools will complete the joint use scheduling process as described in V.A.2. above. The Parks/District collaboration will consider all negotiated school-based use agreements and schedules for centrally scheduled programs and facilities. Major special events requiring sixty (60) days cancellation notice will be identified, e.g. the West Coast Asian Table Tennis Tournament. All schools and pools will receive scheduled usage confirmation by July 15th for the upcoming school year. Community Centers will receive confirmation by August 15th. NOTE: Neither the School District nor the Parks Department maintains a master schedule of all events. As referenced here, the "schedule" serves as a site specific, localized planning guide for each agency's programs and events; however, program times, particularly ending times, are approximate and subject to frequent and immediate change.
2. Amendments to Joint Use Scheduled Events - annual plans and associated use permits can be amended through mutual agreement of a District principal and a Parks community center, pool, or program manager. Each agency's central scheduling office must be notified of such amendments.

- D. INTERAGENCY TRAINING** - The District and Parks central scheduling offices currently operate a training and orientation program for key personnel involved in implementing this Agreement including school principals, secretaries, activity coordinators, coaches, community center and aquatic center coordinators and custodians. Topics to be covered include the history and purpose of joint use, benefits to students/families and City residents, specific provisions established by this Agreement and key implementation procedures.

VI. PROCEDURES FOR MANAGING JOINT USE OF FACILITIES

A. Central Coordination, Permitting, Record-keeping and Problem Resolution

1. The District Facility Rental Section for Schools and the Parks Youth and Teen Programs Office will formally permit all building uses. The Parks Citywide Athletic Office will formally permit all field uses. The three will jointly maintain the annual joint use schedule.

2. Permit forms for each agency shall stipulate the use and program for which the permit is being issued, name of person responsible for supervision, spaces and equipment authorized for use, dates and hours of use, requirements for special service and any other information required. Copies of the Red Cross lifeguard certificates for school supervisory staff must be attached to all pool permit requests.
 3. The three central scheduling offices will develop a system for maintaining accurate records of use, and tracking and reporting scheduling issues occurring under this Agreement.
 4. Representatives from the scheduling offices of both agencies and the District Athletic Office will be members of the Schools/Parks Operations Committee. This committee will meet monthly to provide operational coordination and planning and to provide a regular forum for problem resolution on such issues as scheduling conflicts, maintenance, security and vandalism.
- B. **Change in Availability Notification** - Both agencies agree to honor each other's -scheduled events to the greatest extent possible and not disrupt scheduled programs. Should an unforeseen event occur which precludes a joint use activity or program from occurring, each agency will seek to accommodate the scheduled program at an alternate facility. A minimum of two weeks (10 working days) is required to change a regularly scheduled program. Major special events require sixty (60) days cancellation notice. Up to \$200.00 may be levied against the appropriate District school or Parks Department Division if insufficient notification is given and costs have been incurred by the user agency. Such fees will be deposited in special accounts established by each agency, to be used with the agreement of both parties, for purchase of recreation equipment at joint use facilities. Each agency will assume responsibility for internally collecting such fees as levied by the Schools/Parks Operations Committee. This procedure will not apply when the facility is not in normal or safe usable condition due to situations which are beyond the control of the owning agency, e.g. emergency or mandatory repairs/maintenance, pool contamination or other unplanned closures, strikes, Acts of God, etc.
- C. **Changes in Policy, Budget or Organization** - When either agency contemplates a change in policy, budget or organization that could impact the joint use access of the other, that agency will consult with the other agency far enough in advance so that the other agency can analyze the impacts and plan for the change.
- D. **Temporary Rescheduling of Priority Use** - In the event the user agency communicates its inability to utilize its scheduled priority use, the owner agency

may pursue scheduling other uses temporarily until the user agency is ready to resume its scheduled priority use.

- E. **Single Use Requests** - Written requests to use school or park facilities, outside the annual scheduling confirmation process, should be submitted to each agency's central scheduling office. The central scheduling office of the requesting agency will verify in advance with the affected school principal or Parks facility manager that the facility is available at the date and time requested. Please note that the request will be granted only if the allotted time and space is available.
- F. **Joint Use Program Requirements** - All programs must provide adequate supervision by adults, age 18 and above, trained in emergency procedures specified by the owner agency. The user agency is responsible for providing program staffing or covering expenses of owner agency program staffing, if necessary. Staffing must be sufficient to supervise program participants in entry areas, locker rooms and non-secured spaces within a facility. All swim programs must be operated by school personnel with current Red Cross lifeguarding certification and in accordance with the Parks Department's Safety Practices for Seattle Public School Swimming Programs, community CPR, and standard first aid (or equivalent recognized by the Washington State Department of Health). Swimming program requirements are explained further in Appendix. Program participants must wear appropriate clothing and protective gear. Programs failing to comply with these requirements will not be allowed to operate.
- G. **Issuance of Facility Keys** - Keys shall be issued or other means of access provided for curriculum/program events and activities approved under this Agreement. Issuance of keys to Parks personnel for use of District facilities and to District personnel for use of Parks facilities shall be limited to the requirements of this Agreement. Both agencies agree to not duplicate keys issued by the other agency.
- H. **Joint Use Facility Maintenance Responsibilities** - With each occupancy, the user agency shall be responsible for the pre and post occupancy preparations, which may include opening and closing movable walls unless other conditions are established by the user agency. All joint use spaces will be returned to the condition which preceded use. Where possible and necessary, access to cleaning supplies will be provided by the owner agency. School gymnasiums are classrooms during school hours and users must leave the space, including displays and equipment, in the condition and arrangement preceding the permitted use. The user agency should check in with the facility custodian and establish agreement upon the pre and post use conditions.

- I. **Specialized Instructional Space and Equipment** - Specialized instructional space and equipment, other than normally associated with a gymnasium, swimming pool, recreation center, athletic field, track, tennis court or other facility shall be made available by each agency to the other. The user agency may provide its own preparation or set up and take down of portable equipment under the supervision of a representative of the owning agency when not in violation of union agreements. The above procedures must be noted on the permit authorizing use.
- J. **Access to Storage** - Wherever possible, each agency shall make available storage space on site for joint use program equipment and supplies.
- K. **Security Provisions** - If security staffing is needed, above and beyond that normally provided by the owner agency, the user agency is responsible for providing the additional staffing. Telephone numbers for reporting emergencies are listed in Appendix D.
- L. **Restitution and Repairs** - It shall be the responsibility of the user agency to make restitution for the repair of damage to a space, area or facility and its equipment or owner property missing from the premises which may occur as a result of scheduled programs for which a permit has been issued.
 - 1. **Inspection of Facilities** - The owner agency shall, through its designated representative, inspect all buildings and grounds area for which a use permit has been issued. Inspection shall be directed toward identification of damage to the facilities, fields, and equipment or missing property that may have been caused by the user agency through conduct of its program.
 - 2. **Reporting Method** - The owner agency shall notify the user agency of damage or loss within three (3) working days after inspection. Such notification shall consist of sending a facsimile or email to the user agency's designated representative identifying the facility, permit number, date of detection, name of inspector, area or areas involved, description of damage and estimated and/or fixed costs of repairs or property replacement.
 - 3. **Repairs** - Except as otherwise mutually agreed, the user agency shall not cause repairs to be made to any building or item of equipment for which the owner agency has responsibility. The owner agency agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under subsection 5 of this Section that the user agency is responsible for the

damage, then the user agency agrees to reimburse the owner agency at the estimated and/or fixed costs agreed upon.

4. **Reimbursement Procedure** - The owner agency shall invoice the user agency within seven (7) days of completion of repairs or replacement of missing property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor's itemized statement must be attached. Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within 30 days from receipt of such invoice.
5. **Disagreements** - The user agency shall retain the right to disagree with any and all items of damage to buildings or equipment or missing property as identified by the owner agency provided this challenge is made within ten (10) working days after a first notification.
 - a. Disagreements shall be made in writing to the owner agency and shall clearly identify the reasons for refusing responsibility for damages to the building or equipment. Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user agency.
 - b. Settlement of disagreements, after proper notification, shall be made by an on-site investigation involving both the owner and user agencies or their designated representatives.
 - c. In the event agreement cannot be reached, the matter shall be referred to the representative designated by the Superintendent of each agency for review and consideration.
 - d. The owner agency shall have the right to make immediate emergency repairs or replace missing property without voiding the user agency's right to disagree.

VII. COST SHARING AND REVENUE SOURCES TO SUPPORT AGREEMENT

- A. **Fair and Equitable Cost Sharing** - The use of facilities and grounds will be based upon fiscally sound considerations. Neither the District nor the City will be required to subsidize the other's use of its facilities.
- B. **Documentation of Costs** - The District and Parks will maintain records of costs associated with joint use programming. Both agencies agree to use comparable

cost accounting methodologies. (See Appendix E: Summary of Components Utilized to Establish Costs for Joint Use)

- C. **Annual Review of Benefits** - The District and Parks will annually review the exchange of benefits based upon hours of utilization, costs, fees and charges, or capital investments. Any compensation for an imbalance in joint use programming shall occur through balancing the exchange of future benefits without exchanging cash.
- D. **Requests for Services Outside the Agreement** - Specific requests by the Parks or the District for services, equipment or facilities not covered under this Agreement may be provided, at direct charge, to the agency making the request. For example, if a school should request that a Parks Department lifeguard supervise a swimming class, the school would be assessed a direct charge for this service. Likewise, should the Parks Department request school custodial services at a time that a school custodian is not normally scheduled in the building, the Parks Department would be assessed a direct charge for service hours provided. Utility costs might be assessed if Parks usage occurs when a school would normally not be heated. Charges might also be assessed for use of equipment, such as portable bleachers, for purposes outside the joint use programming covered by this Agreement.
- E. **User Fees to Support Joint Use** - For broader public use, fees may be charged, at a minimum, to cover the expenses of administering that use for the public benefit.
- F. **Non-Joint Use Fees and Charges** - The Parks Department shall assess the fees established for public school use in its adopted Fees and Charges Resolution for the use of West Seattle Stadium, Woodland Park Zoo, Municipal golf courses, the Seattle Aquarium, South Lake Union, Bathhouses, Shelterhouses, Rowing and Sailing facilities, and picnic areas. The District shall assess fees based upon established rates for Memorial Stadium and the Athletics Complexes.
- G. **Designated Recreation Equipment Account** - Each agency will create a special account to be used solely for purchases of equipment to support joint use programming and annually deposit a service fee of \$500.00 to support such purchases. Late notification fees assessed under this Agreement (see Section VII.B) will be deposited to these accounts. The accounts will be structured to receive private donations for equipment purchases at joint use facilities. The Schools/Parks Operations Committee will develop procedures for equipment requests and distribute funds for purchases from this account.
- H. **Cooperative Capital Development Financing** - The District and Parks will cooperatively plan development at appropriate joint use sites or facilities,

exploring whenever possible avenues for blending fund sources and resources to accomplish mutual goals. Where possible, the two agencies will work together to use other public and private financing opportunities to accomplish mutual objectives and to develop facilities with standards sufficient to meet the programming requirements of both agencies.

VIII. LIABILITY AND INSURANCE

The City of Seattle and the Seattle School District agree to provide the following insurance in connection with joint use of their facilities:

- A. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$1,000,000 per occurrence \$2,000,000 aggregate. Coverage shall also include Fire Legal Liability at a limit of no less than \$100,000.
- B. Products/Completed Operations Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, if any food operations, manufacturing or design activities are involved.
- C. Each agency shall provide to the other a certificate of insurance each year this agreement is in effect showing proof of the above coverage. In the event either agency is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.
- D. Each agency agrees to indemnify and hold harmless the other agency from any and all claims for injury or property damage that arise out of the negligence of their employees, agents, contractors or officers as a result of this joint use agreement.

IX. PUBLIC INFORMATION AND NOTIFICATION

Each local school principal's office and the community coordinator of each community center will handle requests from community members for information pertaining to the scheduled use of a particular facility. The Parks Citywide Athletic Office will handle requests for information on Parks and District athletic fields. The project development office of each agency will handle requests for information on a proposed field or facility development. The Parks Youth and Teen Program Office and the School District's Facility Rental Section will handle general comments on the Joint Use Agreement. See Appendix D for addresses and phone numbers. The agencies will make efforts to notify other user organizations regarding any significant change in the user's use or access. Should any community group or other user organization express a concern with joint use that cannot be resolved by one of the agencies, representatives of the group or

organization may present their concerns at the monthly School/Parks Operations Committee meeting.

X. COOPERATIVE CAPITAL RESOURCE DEVELOPMENT

Forty-seven school facilities are adjacent to or across the street from Parks' land (See Appendix F: Inventory of Schools Adjacent to Parks' Land). The District and Parks have a long history of cooperation in using and developing property to maximize educational and recreational access, usability and benefits (See Appendix G: History of Lease and other Property Agreements). Both agencies seek to continue and expand such cooperation with each other, and with the community at large, by agreeing to:

- A. Examine property issues raised by either party expeditiously and cooperatively.
- B. Work cooperatively in planning facility, grounds or equipment improvements in order to make the most efficient and effective use of public property and capital funding. Where necessary or desirable for specific sites, establish or update written agreements specifying joint use responsibilities and/or priorities.
- C. Make every effort to reschedule school practice and game facilities should the District relocate a school during construction or should a Parks facility be closed for short or long-term projects and; reciprocally, when a school must close, make every effort to relocate Parks programs to other school sites.
- D. Where feasible, both agencies will work together to support public/private partnerships to improve joint use facilities and grounds. Should a public recreation facility be significantly upgraded by a private third party, the City and District agree to adjust the priority uses established in this Agreement. However, priorities for third party use must: 1) benefit local youth, 2) be tied to use of the facility for the sport for which improvements were made, and 3) be subject to a three year review by the joint City and District team charged with overseeing this Agreement.

XI. INTERAGENCY COORDINATION AND AGREEMENT RENEWAL

- A. The Joint Use Interagency Team, which negotiated this agreement, is composed of staff representatives from the District Facilities Department, the District Athletic Office, the City Parks Department. This team will:
 - 1. Coordinate implementation and oversee preparation and distribution of the Annual Joint Use Report;

2. Review this Agreement by November 1 of each year, particularly its guidelines, scheduling process, operating procedures, and exchange of benefits. Operational changes jointly agreed upon in this review will take effect in the upcoming school year; and
 - A. Review capital plans and projects proposed under Section X of this Joint Use Agreement and make recommendations to the Superintendents of both agencies for continued or more extensive joint use.
 - B. Either agency can initiate a special meeting to discuss interim problems or propose amendments to this Agreement.
 - C. The term of this Agreement will be for five years and subsequently may be renewed after review and approval by both agencies.

XII. APPENDICES

- A. Joint Use Facilities and Priorities
- B. Annual Joint Use Scheduling Process
- C. Sample Joint Use Scheduling Confirmation
- D. How to get in touch with the Seattle Parks and Recreation and the Seattle School District.
- E. Form Summary of Components Utilized to Establish Costs for Joint Use
- F. Seattle Schools Adjacent to Parks Facilities
- G. History of Lease and other Property Agreements between Seattle School District No. 1 and Seattle Parks and Recreation

Signature Page

AN AGREEMENT FOR THE JOINT USE OF FACILITIES

Between

Seattle School District No. 1

And

Seattle Parks and Recreation

September 1, 2005 through August 31, 2010

Seattle School District No. 1

City of Seattle Parks & Recreation

By _____
Raj Manhas, Superintendent
Seattle School District No. 1

By _____
Kenneth R. Bounds, Superintendent
City of Seattle Parks and Recreation

Date _____

Date _____